

THE HON'BLE SRI JUSTICE C.V.RAMULU

W.P.No.27419 of 2003

Dated:11.07.2007

Between

The Indian Chamber of Commerce,
Guntur rep., by its Sri Ranga Bala
Krishna

.....Petitioner

and

1.The Chief Managing Director,
Southern Power Distribution Company
of AP Limited, Renigunta, Tirupati
and others.

...Respondents

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W.P.No.27419 of 2003

ORDER:

This writ petition has been filed seeking a Mandamus to declare the action of 1st respondent in issuing letter No.Dir (Finance)/D.No.539/03 dated 26.8.2003 excluding the petitioner association from collecting the electricity bills pertaining to Guntur town as was being done from the year 1987 pursuant to proceedings in Letter No.R3/A2/D.No.238/87 dated 23.1.1987 and totally entrusting the same to E-seva center contractor and consequential proceedings in Memo No.813/03 dated 22.12.2003 and D.No.2174/2003 dated 24.12.2003 of the 2nd and 3rd respondents respectively directing the

closure of collection counters of D-2 (Sangadigunta) D-3 (Kothapeta) and D-5 (Nehrunagar), as arbitrary and illegal.

Abruptly, in the year 2003, the petitioner was directed to close down the collection centers within one KM range wherever E-seva centers are opened and henceforth E-seva centers entrusted with the collection of bills. According to the petitioner, the respondents are supposed to issue three months notice before asking the petitioner to close down the collection centers as per the agreement entered into between the parties earlier. Further, E-seva center is being paid Rs.5/- per bill whereas the petitioner was paid only Rs.1 against each bill. Thus, the respondents have not only illegally asked the petitioner to stop collection of bills but also adopted a method, which is not in the interest of the organization. Therefore, the impugned action of the respondents is arbitrary and illegal.

Sri O. Manohar Reddy, learned Standing

Counsel for the respondents, submits that the agreement between the parties is not a statutory one and it is purely civil in its nature. Even if there is any violation of agreement, it is for the petitioner to work out remedies by filing a civil suit before the competent Court of Law and he cannot approach this Court by filing this writ petition.

I am in complete agreement with the submissions made by the learned Standing Counsel for the respondents. The contract being civil in its nature and not emanating from any statutory rules, the remedy available to the petitioner is either for claiming damages in view of abrupt direction to close down the centers or to approach the competent Civil Court. The writ petition is devoid of merit and the same is liable to be dismissed.

Accordingly, the writ petition is dismissed. However, this order will not preclude the petitioner from approaching the respondents by filing a detailed representation

and seeking permission to collect bills in future in respect of the centers, which were already directed to be closed, and on filing such representation, the respondents are at liberty to consider the same as per law.

11-07-2007

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